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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA, SOUTHERN DIVISION

SAFEWAY TAX RELIEF, INC., a
California corporation,

Plaintiff,

vs.

AMAR OTHMAN, an individual;
AFJP SERVICES CORP., a California
corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: SACV 23-01591-KK (DFMx)

[Hon. Kenly Kiya Kato, Courtroom 3]

**STIPULATED PROTECTIVE
ORDER**

Action Filed: August 23, 2023
Trial: Not Set

1 **1. PREAMBLE**

2 **A. Purposes and Limitations**

3 As the parties have represented that discovery in this action is likely to
4 involve production of confidential, proprietary, or private information for which
5 special protection from public disclosure and from use for any purpose other than
6 prosecuting this litigation may be warranted, this Court enters the following
7 Protective Order. This Order does not confer blanket protections on all
8 disclosures or responses to discovery. The protection it affords from public
9 disclosure and use extends only to the limited information or items that are
10 entitled to confidential treatment under the applicable legal principles. Further, as
11 set forth in Section 12.3, below, this Protective Order does not entitle the parties
12 to file confidential information under seal. Rather, when the parties seek
13 permission from the court to file material under seal, the parties must comply
14 with the procedures, local rules, and court orders of the respective jurisdiction.

15 **B. Good Cause Statement**

16 In light of the nature of the claims and allegations in this case and the
17 parties' representations that discovery in this case will involve the production of
18 confidential records, and in order to expedite the flow of information, to facilitate
19 the prompt resolution of disputes over confidentiality of discovery materials, to
20 adequately protect information the parties are entitled to keep confidential, to
21 ensure that the parties are permitted reasonable necessary uses of such material in
22 connection with this action, to address their handling of such material at the end
23 of the litigation, and to serve the ends of justice, a protective order for such
24 information is justified in this matter. The parties shall not designate any
25 information/documents as confidential without a good faith belief that such
26 information/documents have been maintained in a confidential, non-public
27 manner, and that there is good cause or a compelling reason why it should not be
28 part of the public record of this case.

1 **2. DEFINITIONS**

2 2.1 **Action:** The above-entitled lawsuit and legal action.

3 2.2 **Challenging Party:** A Party or Non-Party that challenges the
4 designation of information or items under this Order.

5 2.3 **“CONFIDENTIAL” Information or Items:** Information
6 (regardless of how it is generated, stored or maintained) or tangible things that
7 qualify for protection under Federal Rule of Civil Procedure 26(c), and as
8 specified above in the Good Cause Statement.

9 2.4 **“HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES**
10 **ONLY” Information or Items:** Extremely sensitive “CONFIDENTIAL”
11 Information or Items, the disclosure of which to another Party or Non-Party
12 would create a substantial risk of serious harm that could not be avoided by less
13 restrictive means.

14 2.5 **Counsel:** Outside Counsel of Record and House Counsel (as
15 well as their support staff).

16 2.6 **Designating Party:** A Party or Non-Party that designates
17 information or items that it produces in disclosures or in responses to discovery
18 as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
19 ONLY.”

20 2.7 **Disclosure or Discovery Material:** All items or information,
21 regardless of the medium or manner in which it is generated, stored, or
22 maintained (including, among other things, testimony, transcripts, and tangible
23 things), that are produced or generated in disclosures or responses to discovery in
24 this matter.

25 2.8 **Expert:** A person with specialized knowledge or experience
26 in a matter pertinent to the litigation who has been retained by a Party or its
27 counsel to serve as an expert witness or as a consultant in this Action.

28 2.9 **House Counsel:** Attorneys who are employees of a party to

1 this Action. House Counsel does not include Outside Counsel of Record or any
2 other outside counsel.

3 **2.10 Non-Party:** Any natural person, partnership, corporation,
4 association, or other legal entity not named as a Party to this Action.

5 **2.11 Outside Counsel of Record:** Attorneys who are not
6 employees of a party to this Action but are retained to represent or advise a party
7 to this Action and have appeared in this Action on behalf of that party or are
8 affiliated with a law firm which has appeared on behalf of that party and includes
9 support staff.

10 **2.12 Party:** Any party to this Action, including all of its officers,
11 directors, employees, consultants, retained experts, and Outside Counsel of
12 Record (and their support staff).

13 **2.13 Producing Party:** A Party or Non-Party that produces
14 Disclosure or Discovery Material in this Action.

15 **2.14 Professional Vendors:** Persons or entities that provide
16 litigation support services (e.g., photocopying, videotaping, translating, preparing
17 exhibits or demonstrations, and organizing, storing, or retrieving data in any form
18 or medium) and their employees and subcontractors.

19 **2.15 Protected Material:** Any Disclosure or Discovery Material
20 that is designated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
21 ATTORNEYS’ EYES ONLY.”

22 **2.16 Receiving Party:** A Party that receives Disclosure or
23 Discovery Material from a Producing Party.

24 **3. SCOPE**

25 The protections conferred by this Order cover not only Protected Material
26 (as defined above), but also (1) any information copied or extracted from
27 Protected Material; (2) all copies, excerpts, summaries, or compilations of
28 Protected Material; and (3) any deposition testimony, conversations, or

1 presentations by Parties or their Counsel that might reveal Protected Material,
2 other than during a court hearing or at trial.

3 Any use of Protected Material during a court hearing or at trial shall be
4 governed by the orders of the presiding judge. This Order does not govern the use
5 of Protected Material during a court hearing or at trial.

6 **4. DURATION**

7 Even after final disposition of this litigation, the confidentiality obligations
8 imposed by this Order shall remain in effect until a Designating Party agrees
9 otherwise in writing or a court order otherwise directs. Final disposition shall be
10 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
11 with or without prejudice; and (2) final judgment herein after the completion and
12 exhaustion of all appeals, re-hearings, remands, trials, or reviews of this Action,
13 including the time limits for filing any motions or applications for extension of
14 time pursuant to applicable law.

15 **5. DESIGNATING PROTECTED MATERIAL**

16 **5.1 Exercise of Restraint and Care in Designating Material for**
17 **Protection.** Each Party or Non-Party that designates information or items for
18 protection under this Order must take care to limit any such designation to
19 specific material that qualifies under the appropriate standards. The Designating
20 Party must designate for protection only those parts of material, documents,
21 items, or oral or written communications that qualify so that other portions of the
22 material, documents, items, or communications for which protection is not
23 warranted are not swept unjustifiably within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited.
25 Designations that are shown to be clearly unjustified or that have been made for
26 an improper purpose (e.g., to unnecessarily encumber the case development
27 process or to impose unnecessary expenses and burdens on other parties) may
28 expose the Designating Party to sanctions.

1 If it comes to a Designating Party's attention that information or items that
 2 it designated for protection do not qualify for protection, that Designating Party
 3 must promptly notify all other Parties that it is withdrawing the inapplicable
 4 designation.

5 **5.2 Manner and Timing of Designations.** Except as otherwise
 6 provided in this Order (see, e.g., second paragraph of Section 5.2(a) below), or as
 7 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies
 8 for protection under this Order must be clearly so designated before the material
 9 is disclosed or produced.

10 Designation in conformity with this Order requires:

11 (a) for information in documentary form (e.g., paper or
 12 electronic documents, but excluding transcripts of depositions), that the
 13 Producing Party affix at a minimum, the legend "CONFIDENTIAL" or
 14 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to each page that
 15 contains protected material. If only a portion or portions of the material on a page
 16 qualifies for protection, the Producing Party also must clearly identify the
 17 protected portion(s) (e.g., by making appropriate markings in the margins).

18 A Party or Non-Party that makes original documents available for
 19 inspection need not designate them for protection until after the inspecting Party
 20 has indicated which documents it would like copied and produced. During the
 21 inspection and before the designation, all of the material made available for
 22 inspection shall be deemed "CONFIDENTIAL." After the inspecting Party has
 23 identified the documents it wants copied and produced, the Producing Party must
 24 determine which documents, or portions thereof, qualify for protection under this
 25 Order. Then, before producing the specified documents, the Producing Party
 26 must affix the "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
 27 ATTORNEYS' EYES ONLY" legend to each page that contains Protected
 28 Material. If only a portion or portions of the material on a page qualifies for

1 protection, the Producing Party also must clearly identify the protected portion(s)
2 (e.g., by making appropriate markings in the margins).

3 (b) for testimony given in depositions that the Designating
4 Party identifies on the record, before the close of the deposition as protected
5 testimony.

6 (c) for information produced in some form other than
7 documentary and for any other tangible items, that the Producing Party affix in a
8 prominent place on the exterior of the container or containers in which the
9 information is stored the legend “CONFIDENTIAL” or “HIGHLY
10 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions
11 of the information warrants protection, the Producing Party, to the extent
12 practicable, shall identify the protected portion(s).

13 5.3 **Inadvertent Failures to Designate.** If timely corrected, an
14 inadvertent failure to designate qualified information or items does not, standing
15 alone, waive the Designating Party’s right to secure protection under this Order
16 for such material. Upon timely correction of a designation, the Receiving Party
17 must make reasonable efforts to assure that the material is treated in accordance
18 with the provisions of this Order.

19 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

20 6.1 **Timing of Challenges.** Any Party or Non-Party may
21 challenge a designation of confidentiality at any time that is consistent with the
22 Court’s Scheduling Order.

23 6.2 **Meet and Confer.** The Challenging Party shall initiate the
24 dispute resolution process under the procedures, local rules, and court orders of
25 the respective jurisdiction.

26 6.3 **Burden of Persuasion.** The burden of persuasion in any such
27 challenge proceeding shall be on the Designating Party. Frivolous challenges, and
28 those made for an improper purpose (e.g., to harass or impose unnecessary

expenses and burdens on other parties) may expose the Challenging Party to sanctions. Unless the Designating Party has waived or withdrawn the confidentiality designation, all parties shall continue to afford the material in question the level of protection to which it is entitled under the Producing Party's designation until the Court rules on the challenge.

7. ACCESS TO AND USE OF PROTECTED MATERIAL

7.1 Basic Principles. A Receiving Party may use Protected Material that is disclosed or produced by another Party or by a Non-Party in connection with this Action only for prosecuting, defending, or attempting to settle the Action. Such Protected Material may be disclosed only to the categories of persons and under the conditions described in this Order. When the Action has been terminated, a Receiving Party must comply with the provisions of Section 13 below.

Protected Material must be stored and maintained by a Receiving Party at a location and in a secure manner that ensures that access is limited to the persons authorized under this Order.

7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated "CONFIDENTIAL" only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action;

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

2 (d) the court and its personnel;

3 (e) private court reporters and their staff to whom disclosure is
4 reasonably necessary for this Action and who have signed the “Acknowledgment
5 and Agreement to Be Bound” (Exhibit A);

6 (f) professional jury or trial consultants, mock jurors, and
7 Professional Vendors to whom disclosure is reasonably necessary for this Action
8 and who have signed the “Acknowledgment and Agreement to Be Bound”
9 (Exhibit A);

10 (g) the author or recipient of a document containing the
11 information or a custodian or other person who otherwise possessed or knew the
12 information;

13 (h) during their depositions, witnesses, and attorneys for
14 witnesses, in the Action to whom disclosure is reasonably necessary provided: (1)
15 the deposing party requests that the witness sign the “Acknowledgment and
16 Agreement to Be Bound” (Exhibit A); and (2) they will not be permitted to keep
17 any confidential information unless they sign the “Acknowledgment and
18 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the
19 Designating Party or ordered by the court. Pages of transcribed deposition
20 testimony or exhibits to depositions that reveal Protected Material may be
21 separately bound by the court reporter and may not be disclosed to anyone except
22 as permitted under this Protective Order; and

23 (i) any mediator or settlement officer, and their supporting
24 personnel, mutually agreed upon by any of the parties engaged in settlement
25 discussions.

26 **7.3 Disclosure of “HIGHLY CONFIDENTIAL –**
27 **ATTORNEYS’ EYES ONLY” Information or Items.** Unless otherwise
28 ordered by the court or permitted in writing by the Designating Party, a

Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL” only to:

(a) the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) the court and its personnel;

(d) private court reporters and their staff to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(e) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(f) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information; and

(g) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

**8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
PRODUCED IN OTHER LITIGATION**

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” that Party must:

1 (a) promptly notify in writing the Designating Party. Such
 2 notification shall include a copy of the subpoena or court order unless prohibited
 3 by law;

4 (b) promptly notify in writing the party who caused the subpoena or
 5 order to issue in the other litigation that some or all of the material covered by the
 6 subpoena or order is subject to this Protective Order. Such notification shall
 7 include a copy of this Protective Order; and

8 (c) cooperate with respect to all reasonable procedures sought to be
 9 pursued by the Designating Party whose Protected Material may be affected.

10 If the Designating Party timely seeks a protective order, the Party served
 11 with the subpoena or court order shall not produce any information designated in
 12 this Action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
 13 ATTORNEYS’ EYES ONLY” before a determination by the court from which
 14 the subpoena or order issued, unless the Party has obtained the Designating
 15 Party’s permission, or unless otherwise required by the law or court order. The
 16 Designating Party shall bear the burden and expense of seeking protection in that
 17 court of its confidential material and nothing in these provisions should be
 18 construed as authorizing or encouraging a Receiving Party in this Action to
 19 disobey a lawful directive from another court.

20 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO**
 21 **BE PRODUCED IN THIS LITIGATION**

22 (a) The terms of this Order are applicable to information produced
 23 by a Non-Party in this Action and designated as “CONFIDENTIAL” or
 24 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” Such
 25 information produced by Non-Parties in connection with this litigation is
 26 protected by the remedies and relief provided by this Order. Nothing in these
 27 provisions should be construed as prohibiting a Non-Party from seeking
 28 additional protections.

1 (b) In the event that a Party is required, by a valid discovery request,
2 to produce a Non-Party's confidential information in its possession, and the Party
3 is subject to an agreement with the Non-Party not to produce the Non-Party's
4 confidential information, then the Party shall:

5 (1) promptly notify in writing the Requesting Party and the
6 Non-Party that some or all of the information requested is subject to a
7 confidentiality agreement with a Non-Party;

8 (2) promptly provide the Non-Party with a copy of the
9 Protective Order in this Action, the relevant discovery request(s), and a
10 reasonably specific description of the information requested; and

11 (3) make the information requested available for inspection by
12 the Non-Party, if requested.

13 (c) If a Non-Party represented by counsel fails to commence the
14 process called for by the procedures, local rules, and court orders of the
15 respective jurisdiction within 14 days of receiving the notice and accompanying
16 information or fails contemporaneously to notify the Receiving Party that it has
17 done so, the Receiving Party may produce the Non-Party's confidential
18 information responsive to the discovery request. If an unrepresented Non-Party
19 fails to seek a protective order from this court within 14 days of receiving the
20 notice and accompanying information, the Receiving Party may produce the
21 Non-Party's confidential information responsive to the discovery request. If the
22 Non-Party timely seeks a protective order, the Receiving Party shall not produce
23 any information in its possession or control that is subject to the confidentiality
24 agreement with the Non-Party before a determination by the court unless
25 otherwise required by the law or court order. Absent a court order to the contrary,
26 the Non-Party shall bear the burden and expense of seeking protection in this
27 court of its Protected Material.

28 ///

1 **10. UNAUTHORIZED DISCLOSURE OF PROTECTED**
 2 **MATERIAL**

3 If a Receiving Party learns that, by inadvertence or otherwise, it has
 4 disclosed Protected Material to any person or in any circumstance not authorized
 5 under this Protective Order, the Receiving Party must immediately (a) notify in
 6 writing the Designating Party of the unauthorized disclosures, (b) use its best
 7 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
 8 person or persons to whom unauthorized disclosures were made of all the terms
 9 of this Order, and (d) request such person or persons to execute the
 10 “Acknowledgment and Agreement to Be Bound” (Exhibit A).

11 **11. INADVERTENT PRODUCTION OF PRIVILEGED OR**
 12 **OTHERWISE PROTECTED MATERIAL**

13 When a Producing Party gives notice to Receiving Parties that certain
 14 inadvertently produced material is subject to a claim of privilege or other
 15 protection, the obligations of the Receiving Parties are those set forth in Federal
 16 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
 17 whatever procedure may be established in an e-discovery order that provides for
 18 production without prior privilege review. Pursuant to Federal Rule of Evidence
 19 502(d) and (e), insofar as the parties reach an agreement on the effect of
 20 disclosure of a communication or information covered by the attorney-client
 21 privilege or work product protection, the parties may incorporate their agreement
 22 into this Protective Order.

23 **12. MISCELLANEOUS**

24 **12.1 Right to Further Relief.** Nothing in this Order abridges the
 25 right of any person to seek its modification by the Court in the future.

26 **12.2 Right to Assert Other Objections.** No Party waives any right
 27 it otherwise would have to object to disclosing or producing any information or
 28 item on any ground not addressed in this Protective Order. Similarly, no Party

1 waives any right to object on any ground to use in evidence of any of the material
2 covered by this Protective Order.

3 **12.3 Filing Protected Material.** A Party that seeks to file under
4 seal any Protected Material must comply with the procedures, local rules, and
5 court orders of the respective jurisdiction. Subject to the procedures, local rules,
6 and court orders of the respective jurisdiction (which will govern if the following
7 procedures conflict), Protected Material may only be filed under seal pursuant to
8 a court order authorizing the sealing of the specific Protected Material at issue. If
9 a Party's request to file Protected Material under seal is denied by the court, then
10 the Receiving Party may file the information in the public record unless
11 otherwise instructed by the court.

12 **13. FINAL DISPOSITION**

13 After the final disposition of both the Action, as defined in Section 4,
14 within 60 days of a written request by the Designating Party, each Receiving
15 Party must return all Protected Material to the Producing Party or destroy such
16 material. As used in this subdivision, "all Protected Material" includes all copies,
17 abstracts, compilations, summaries, and any other format reproducing or
18 capturing any of the Protected Material. Whether the Protected Material is
19 returned or destroyed, the Receiving Party must submit a written certification to
20 the Producing Party (and, if not the same person or entity, to the Designating
21 Party) by the 60 day deadline that (1) identifies (by category, where appropriate)
22 all the Protected Material that was returned or destroyed and (2) affirms that the
23 Receiving Party has not retained any copies, abstracts, compilations, summaries
24 or any other format reproducing or capturing any of the Protected Material.
25 Notwithstanding this provision, Counsel are entitled to retain an archival copy of
26 all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
27 memoranda, correspondence, deposition and trial exhibits, expert reports,
28 attorney work product, and consultant and expert work product, even if such

1 materials contain Protected Material. Any such archival copies that contain or
2 constitute Protected Material remain subject to this Protective Order as set forth
3 in Section 4.

4 **14. ORDER VIOLATIONS**

5 Any violation of this Order may be punished by any and all appropriate
6 measures including, without limitation, contempt proceedings and/or monetary
7 sanctions.

8 **IT IS SO STIPULATED.**

9
10 DATED: 1/17/24

ENSO LAW, L.L.P.

Seungjai Oh

David R. Welch, Esq.

Seungjai Oh, Esq.

Attorneys for Plaintiff

SAFEWAY TAX RELIEF, INC.

15
16 DATED: 1-17-24

**LAW OFFICES OF PETER J.
PORTER**

Peter J. Porter

Peter J. Porter, Esq.

Attorneys for Defendants

AMAR OTHMAN

AFJP SERVICES CORP.

EXHIBIT A**ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND**

I, _____ [full name], of

[full address and phone number], declare under penalty of perjury that I have read
in its entirety and understand the Protective Order that was issued by the _____

[court jurisdiction] on _____

[date] in the case of _____

[case name and number].

I agree to comply with and to be bound by all the terms of this Protective Order. I understand and acknowledge that failure to so comply could expose me to sanctions and punishment for contempt. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Protective Order to any person or entity except in strict compliance with the provisions of this Protective Order.

I further agree to submit to the jurisdiction of _____
[court jurisdiction] for the purpose of enforcing the terms of this Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [full name], of

[full address and number] as my _____ [California or other state]
agent for service of process in connection with this action or any proceedings related to enforcement of this Protective Order.

| | |
|---|--|
| Date | |
| City and State (where sworn and signed) | |
| Printed Full Name | |
| Signature | |

ORDER

Based on the Joint Stipulation of the Parties, and good cause appearing:

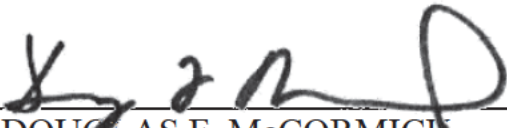
1. **The Stipulated Protective Order is GRANTED.**

2. _____

3. _____

IT IS SO ORDERED.

DATED: January 18, 2024



DOUGLAS F. McCORMICK
United States Magistrate Judge